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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 5, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 19905 FILED

SEP 5 '02 3:32 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Instrument of Assumption and Resignation, dated as of August 30, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Mobil Oil Corporation Trust 95-1 which was previously filed with the Board under Recordation Number 19905.

The names and addresses of the parties to the enclosed document are:

Old Owner Trustee: (Assignor)	ATEL Leasing Corporation 235 Pine Street San Francisco, CA 94104
New Owner Trustee: (Assignee)	Wells Fargo Bank Northwest, N.A. 79 South Main Street Salt Lake City, CA 94104

A description of the railroad equipment covered by the enclosed document is:

Schedule 2: 97 railcars within the series MBLX 27000 – MBLX 27049, and MBLX 34358 – MBLX 34434

Mr. Vernon A. Williams
September 5, 2002
Page Two

A short summary of the document to appear in the index follows:

Memorandum of Instrument of Assumption and Resignation

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anr
Enclosures

RECORDATION NO. 19905-C FILED

SEP 5 '02 3:32 PM

MEMORANDUM OF INSTRUMENT OF ASSUMPTION AND RESIGNATION **SURFACE TRANSPORTATION BOARD**

Memorandum of Instrument of Assumption and Resignation made and entered into as of AUGUST 30, 2002, by and among ATEL LEASING CORPORATION, as Owner Trustee, WELLS FARGO BANK NORTHWEST, N.A., as New Trustee, ATEL CASH DISTRIBUTION FUND V, L.P., as Old Trustor, and JOHN HANCOCK LEASING CORPORATION, as New Trustor.

The undersigned have entered into that certain Instrument of Assumption and Resignation, dated as of AUGUST 30, 2002, under which ATEL Leasing Corporation ("Owner Trustee"), not in its individual capacity but as owner trustee under that certain Mobil Oil Corporation Trust 95-1 (the "Trust") established pursuant to that certain Trust Agreement dated as of July 15, 1995, between ATEL Leasing Corporation, as Owner Trustee, and ATEL Leasing Corporation as Initial Trustor, resigned as owner trustee of the Trust effective AUGUST 30, 2002 and Wells Fargo Bank Northwest, N.A., was appointed, not in its individual capacity but as substitute owner trustee of the Trust (in such capacity, "New Trustee"), and New Trustee assumed all of Owner Trustee's right, title, interest in and under the Trust and all obligations to be performed as owner trustee under the Trust after such date including all of Owner Trustee's right, title and interest in and to that railroad equipment described on Exhibit A hereto and such obligations under those agreements identified on Exhibit B hereto including but not limited to those to Thrivent Financial for Lutherans, f/k/a Aid Association for Lutherans.

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be duly executed by their respective duly authorized officers as of the date and year first above written.

NEW TRUSTEE:

WELLS FARGO BANK NORTHWEST, N. A., in its capacity as substituted Owner Trustee

By: 

Name:

Nancy M. Dahl

Title:

Vice President

OWNER TRUSTEE:

ATEL LEASING CORPORATION, in its capacity as former Owner Trustee

By: _____

Name: _____

Title: _____

MEMORANDUM OF INSTRUMENT OF ASSUMPTION AND RESIGNATION

Memorandum of Instrument of Assumption and Resignation made and entered into as of August 30, 2002, by and among ATEL LEASING CORPORATION, as Owner Trustee, WELLS FARGO BANK NORTHWEST, N.A., as New Trustee, ATEL CASH DISTRIBUTION FUND V, L.P., as Old Trustor, and JOHN HANCOCK LEASING CORPORATION, as New Trustor.

The undersigned have entered into that certain Instrument of Assumption and Resignation, dated as of August 30, 2002, under which ATEL Leasing Corporation ("Owner Trustee"), not in its individual capacity but as owner trustee under that certain Mobil Oil Corporation Trust 95-1 (the "Trust") established pursuant to that certain Trust Agreement dated as of July 15, 1995, between ATEL Leasing Corporation, as Owner Trustee, and ATEL Leasing Corporation as Initial Trustor, resigned as owner trustee of the Trust effective August 30, 2002 and Wells Fargo Bank Northwest, N.A., was appointed, not in its individual capacity but as substitute owner trustee of the Trust (in such capacity, "New Trustee"), and New Trustee assumed all of Owner Trustee's right, title, interest in and under the Trust and all obligations to be performed as owner trustee under the Trust after such date including all of Owner Trustee's right, title and interest in and to that railroad equipment described on Exhibit A hereto and such obligations under those agreements identified on Exhibit B hereto including but not limited to those to Thrivent Financial for Lutherans, f/k/a Aid Association for Lutherans.

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be duly executed by their respective duly authorized officers as of the date and year first above written.

NEW TRUSTEE:

WELLS FARGO BANK NORTHWEST, N. A., in
its capacity as substituted Owner Trustee

By: _____
Name: _____
Title: _____

OWNER TRUSTEE:

ATEL LEASING CORPORATION, in its capacity
as former Owner Trustee

By: Vasco H. Morais
Name: Vasco H. Morais, Esq.
Title: Senior Vice President

NEW TRUSTOR:

JOHN HANCOCK LEASING CORPORATION

By: David Santam
Name: DAVID SANTAM
Title: VICE PRESIDENT

OLD TRUSTOR

ATEL Cash Distribution Fund V, L.P.

By: ATEL Financial Services, LLC, its GP

By: ATEL Leasing Corporation, its Managing
Member

By: _____
Name: _____
Title: _____

NEW TRUSTOR:

JOHN HANCOCK LEASING CORPORATION

By: _____
Name: _____
Title: _____

OLD TRUSTOR

ATEL Cash Distribution Fund V, L.P.

By: ATEL Financial Services, LLC, its GP

By: ATEL Leasing Corporation, its Managing
Member

By: Vasco H. Morais
Name: Vasco H. Morais, Esq.
Title: Senior Vice President

Exhibit A

Equipment Leased Under Equipment Schedule No. 1 by ExxonMobil Oil Corporation
Mobil Oil Corporation Trust 95-1

No	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity Date
1	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34193	276.07	76,140.00	10/1/15
2	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34194	276.07	76,140.00	10/1/15
3	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34195	276.07	76,140.00	10/1/15
4	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34196	276.07	76,140.00	10/1/15
5	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34197	276.07	76,140.00	10/1/15
6	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34198	276.07	76,140.00	10/1/15
7	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34199	276.07	76,140.00	10/1/15
8	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34200	276.07	76,140.00	10/1/15
9	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34201	276.07	76,140.00	10/1/15
10	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34202	276.07	76,140.00	10/1/15
11	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34203	276.07	76,140.00	10/1/15
12	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34204	276.07	76,140.00	10/1/15
13	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34205	276.07	76,140.00	10/1/15
14	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34206	276.07	76,140.00	10/1/15
15	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34207	276.08	76,140.00	10/1/15
16	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34208	276.08	76,140.00	10/1/15
17	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34209	276.08	76,140.00	10/1/15
18	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34210	276.08	76,140.00	10/1/15
19	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34211	276.09	76,140.00	10/1/15
20	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34212	275.92	76,090.00	10/1/15
21	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34213	275.92	76,090.00	10/1/15
22	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34214	275.92	76,090.00	10/1/15
23	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34215	275.92	76,090.00	10/1/15
24	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34216	275.92	76,090.00	10/1/15
25	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34217	275.92	76,090.00	10/1/15
26	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34218	275.92	76,090.00	10/1/15
27	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34219	275.92	76,090.00	10/1/15
28	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34220	275.92	76,090.00	10/1/15
29	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34221	275.92	76,090.00	10/1/15
30	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34222	275.92	76,090.00	10/1/15
31	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34223	275.92	76,090.00	10/1/15
32	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34224	275.92	76,090.00	10/1/15
33	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34225	275.92	76,090.00	10/1/15
34	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34226	275.92	76,090.00	10/1/15
35	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34227	275.92	76,090.00	10/1/15
36	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34228	275.92	76,090.00	10/1/15
37	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34229	275.92	76,090.00	10/1/15
38	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34230	275.92	76,090.00	10/1/15
39	05MOBI2001	UNION TANK CAR	33,000-GAL. LIQ. PETROLEUM TANK CAR	112340W	MBL X34231	275.92	76,090.00	10/1/15

Equipment Leased Under Equipment Schedule No. 1 by ExxonMobil Oil Corporation
Mobil Oil Corporation Trust 95-1

No	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity Date
40	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34233	275.92	76,090.00	10/1/15
41	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34234	275.92	76,090.00	10/1/15
42	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34235	275.92	76,090.00	10/1/15
43	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34237	275.92	76,090.00	10/1/15
44	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34238	275.92	76,090.00	10/1/15
45	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34239	275.92	76,090.00	10/1/15
46	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34241	275.92	76,090.00	10/1/15
47	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34244	275.92	76,090.00	10/1/15
48	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34245	275.92	76,090.00	10/1/15
49	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34248	275.92	76,090.00	10/1/15
50	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34250	275.92	76,090.00	10/1/15
51	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX2700	353.18	97,397.00	10/1/15
52	05MOB12001	TRINITY	26,000-GALLON ECT TANK CAR	11A00W1	MBLX2701	353.18	97,397.00	10/1/15
53	05MOB12001	TRINITY	26,000-GALLON ECT TANK CAR	11A00W1	MBLX34223	275.92	76,090.00	10/1/15
54	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34242	275.92	76,090.00	10/1/15
55	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34243	275.92	76,090.00	10/1/15
56	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34246	275.92	76,090.00	10/1/15
57	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34247	275.92	76,090.00	10/1/15
58	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34249	275.92	76,090.00	10/1/15
59	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34251	275.92	76,090.00	10/1/15
60	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34252	275.92	76,090.00	10/1/15
61	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34255	275.92	76,090.00	10/1/15
62	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34256	275.92	76,090.00	10/1/15
63	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34257	275.92	76,090.00	10/1/15
64	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34258	275.92	76,090.00	10/1/15
65	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34261	275.92	76,090.00	10/1/15
66	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34263	275.10	75,865.00	10/1/15
67	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34266	275.10	75,865.00	10/1/15
68	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34267	275.10	75,865.00	10/1/15
69	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34268	275.10	75,865.00	10/1/15
70	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34269	275.10	75,865.00	10/1/15
71	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34270	275.10	75,865.00	10/1/15
72	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX2702	351.45	96,922.50	10/1/15
73	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX2703	351.45	96,922.50	10/1/15
74	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	11A00W1				
75	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	11A00W1				
76	05MOB12001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	11A00W1				
77	05MOB12001	TRINITY	26,000-GALLON ECT TANK CAR	11A00W1				
78	05MOB12001	TRINITY	26,000-GALLON ECT TANK CAR	11A00W1				

Equipment Leased Under Equipment Schedule No. 1 by ExxonMobil Oil Corporation
Mobil Oil Corporation Trust 95-1

No	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity Date
79	05MOBI2001	TRINITY	26,000-GALLON ECH TANK CAR	11A00W1	MBLX2704	351.45	96,922.50	10/1/15
80	05MOBI2001	TRINITY	26,000-GALLON ECH TANK CAR	11A00W1	MBLX2705	351.45	96,922.50	10/1/15
						<u>22,527.41</u>	<u>6,212,519.00</u>	
CASUALTY								
	05MOBI2001	UNION TANK CAR	33,000-GAL LIQ PETROLEUM TANK CAR	1121340W	MBLX34236	275.92	76,090.00	

Equipment Leased Under Equipment Schedule No. 2 by ExxonMobil Oil Corporation
Mobil Oil Corporation Trust 95-1

No.	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity
1	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34358	255.09	76,656.00	1/1/16
2	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34359	255.18	76,656.00	1/1/16
3	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34362	255.18	76,656.00	1/1/16
4	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34366	255.18	76,656.00	1/1/16
5	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34370	255.18	76,656.00	1/1/16
6	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34371	255.18	76,656.00	1/1/16
7	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34372	255.18	76,656.00	1/1/16
8	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34373	255.18	76,656.00	1/1/16
9	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34375	255.18	76,656.00	1/1/16
10	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34379	255.18	76,656.00	1/1/16
11	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34382	255.18	76,656.00	1/1/16
12	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34383	255.19	76,656.00	1/1/16
13	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34384	255.19	76,656.00	1/1/16
14	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34385	255.19	76,656.00	1/1/16
15	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34386	255.19	76,656.00	1/1/16
16	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34387	255.18	76,656.00	1/1/16
17	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34389	255.18	76,656.00	1/1/16
18	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34390	255.18	76,656.00	1/1/16
19	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34391	255.18	76,656.00	1/1/16
20	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34392	255.18	76,656.00	1/1/16
21	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34393	255.18	76,656.00	1/1/16
22	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34395	255.18	76,656.00	1/1/16
23	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34396	255.18	76,656.00	1/1/16
24	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34397	255.18	76,656.00	1/1/16
25	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34399	255.18	76,656.00	1/1/16
26	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34400	255.18	76,656.00	1/1/16
27	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34401	255.18	76,656.00	1/1/16
28	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34403	255.18	76,656.00	1/1/16
29	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34405	255.18	76,656.00	1/1/16
30	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34407	255.18	76,656.00	1/1/16
31	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34408	255.18	76,656.00	1/1/16
32	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34409	255.18	76,656.00	1/1/16
33	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34410	255.18	76,656.00	1/1/16
34	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34411	255.18	76,656.00	1/1/16
35	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34412	255.18	76,656.00	1/1/16
36	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34413	255.18	76,656.00	1/1/16
37	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34415	255.18	76,656.00	1/1/16
38	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34416	255.18	76,656.00	1/1/16
39	05MOB12002	TRINITY INDUSTRIES	33,687-GALLON PRESSURE TANK CAR	1121340W	MBLX34416	255.18	76,656.00	1/1/16

Equipment Leased Under Equipment Schedule No. 2 by ExxonMobil Oil Corporation
Mobil Oil Corporation Trust 95-1

No.	Lease No.	Manufacturer	Equipment Description	Model	Serial No.	Rent	OEC	Maturity Date
80	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27032	197.88	59,443.00	1/1/16
81	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27033	197.88	59,443.00	1/1/16
82	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27034	197.88	59,443.00	1/1/16
83	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27035	197.88	59,443.00	1/1/16
84	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27036	197.88	59,443.00	1/1/16
85	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27037	197.88	59,443.00	1/1/16
86	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27038	197.88	59,443.00	1/1/16
87	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27039	197.88	59,443.00	1/1/16
88	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27040	197.88	59,443.00	1/1/16
89	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27041	197.88	59,443.00	1/1/16
90	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27042	197.88	59,443.00	1/1/16
91	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27043	197.88	59,443.00	1/1/16
92	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27044	197.88	59,443.00	1/1/16
93	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27045	197.88	59,443.00	1/1/16
94	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27046	197.88	59,443.00	1/1/16
95	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27047	197.88	59,443.00	1/1/16
96	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27048	197.88	59,443.00	1/1/16
97	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27049	197.88	59,443.00	1/1/16
CASUALTY						21,689.53	6,515,539.00	
52	05MOB12002	TRINITY INDUSTRIES	26.956-GALLON PETROLEUM WAX CAR	111A100W1	MBL X27004	197.88	59,443.00	1/1/16

Exhibit B

Master Lease Agreement MOBI2 dated as of July 15, 1995 (the "Master Lease") between Owner Trustee, as Lessor, and EXXONMOBIL OIL CORPORATION, formerly known as Mobil Oil Corporation ("Lessee"), and (i) Equipment Schedule No. 1, dated as of October 1, 1995, as modified by Riders Nos. 1, 2, 3 and 4 to Equipment Schedule No. 1, and (ii) Equipment Schedule No. 2, dated as of January 1, 1996 as modified by Riders Nos. 1, 2, 3 and 4 to Equipment Schedule No. 2, which Equipment Schedule Nos. 1 and 2 each incorporate by reference the terms and conditions of the Master Lease and each constitutes a separate and independent Lease, respectively, ("Lease No. 1" and "Lease No. 2") with respect to which:

an Amended and Restated Memorandum of Lease and Assignment, dated as of November 30, 1995 with respect to Lease No. 1, was filed under Recordation Number 19572-B;

a Memorandum of Lease and Assignment, dated as of January 15, 1996 with respect to Lease No. 2, was filed under Recordation Number 19905;

Security Agreement dated as of November 30, 1995 between Owner Trustee, in favor of AID ASSOCIATION FOR LUTHERANS, a fraternal benefit society formed under the laws of the state of Wisconsin, and its successors and assigns ("Lender") with respect to Lease No. 1 with respect to which a Memorandum of Security Agreement, dated as of November 30, 1995, between Owner Trustee, Debtor, and Lender, Secured Party, was filed under Recordation Number 19572-D;

Assignment of Lease and Rents, dated as of November 30, 1995, between Owner Trustee, Assignor, and Lender, Assignee, filed under Recordation Number 19572-E;

Security Agreement dated as of January 15, 1996 between Owner Trustee, in favor of Lender with respect to Lease No. 2 with respect to which a Memorandum of Security Agreement, dated January 15, 1996, was filed under Recordation Number 19905-A; and

Assignment of Lease and Rents, dated as of January 15, 1996, between Owner Trustee, Assignor, and Lender, Assignee, filed under Recordation Number 19905-B.

State of Utah}

SS.

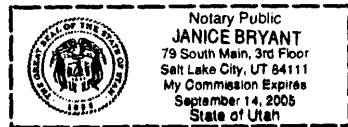
County of Salt Lake}

Subscribed and sworn to before me this 30 day of August, 2002, by

Nancy M. Dahl
Name of Signer(s)

[Signature]
Signature of Notary Public

(Notarial Seal)



(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation

dated 8/30/02)

State of _____}

SS.

County of _____}

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 2002, by

Name of Signer(s)

Signature of Notary Public

(Notarial Seal)

(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation

dated _____)

State of California }

SS.

County of San Francisco }

Subscribed and sworn to (or affirmed) before me this 15th day of August, 2002, by

David B. Harris
Name of Signer(s)

Renee J. Wan
Signature of Notary Public

(Notarial Seal)

(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation

dated 8/30/02)

State of _____ }

SS.

County of _____ }

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2002, by

Name of Signer(s)

Signature of Notary Public

(Notarial Seal)

(This Notary Jurat is an attachment to Memorandum of Instrument of Assumption and Resignation


dated _____)

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK)

On the 30 day of August, 2002, before me, the undersigned, a notary public in and for said state, personally appeared David J. Santom, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Vice President of John Hancock Leasing Corporation, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.


Notary Public

JANIS L. GENCHAUSKI

Notary Public

My Commission Expires December 3, 2004